



**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF  
MICHIGAN**

**Refaat Abul Hosn**

**Plaintiff**

**Vs.**

Case: 4:20-cv-13442  
Judge: Leitman, Matthew F.  
MJ: Ivy, Curtis  
Filed: 12-23-2020 At 12:02 PM  
CMP HOSN VS FLY BAGHDAD AIRLINE (DP)

**Fly Baghdad Airline ,et al      F.B.  
Jointly & Severally**

**Defendant**

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**PRO SE**

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**Complaint**

**Statement of claim .**

Hre comes the plaintiff to submit a complaint. Against a business previously shared with the defendant.

1. The business relation background of the presented case started Mar. 21,2017 when the company." FB." was managed by Mr. Ali al hamadany asked , Asked Plaintiff to assist in finding Aircrafts to purchase by his managed company F.B. ref to e mail Mar.21<sup>st</sup>,2017

Upon the negotiation between the plaintiff & the defendant , F.B. will pay 5% as Commission of the price value of Aircraft bought for the favor of the Plaintiff services upon the purchase of Aircraft .

The Plaintiff agreements was supported by NDNC & Mandate Dated April 13<sup>th</sup>,2017,Attached to this complaint, E Mails WhatsApp, visits to Baghdad meeting with the management .

- d) In the head office of F.B. in Baghdad agreement signed between plaintiff and the management of fly Baghdad Issued an NDNC & Mandate Signed by Natheer Al Jebouri F.B. Technical Department in the presence and the request of the Plaintiff in Baghdad
- e) The plaintiff established a group to help him in finding A/C for F.B. to Purchase .  
Mr. Craig Auestad ,Boeing , Opportunity development , Commercial Airplanes , Boeng  
Malti Dollinger ,Swiss Aviation AG "SAT" Address \*\*  
Jack Kandell , OK Consulting , California " " \*\*  
Beside the Plaintiff experience for 35 years as a captain in the Airline business  
E Mails available to support Plaintiff complaint

The First Business Relation .

Plaintiff found the A/C required by F.B. MFD Boeing 737-700 YOM 2002 MSN 32412 MFD Ref to Documents Attached

- g)F.B. Purchased the A/C and changed the registration from HL 8205to Iraq registration YI BAN , after was given all the details of the A/C/ by the Plaintiff
- h) The Plaintiff was in his way to USA to finalize the Deal and delivery of the A/C . the CEO "2017" Mr. Ali Al Hamadany contacted the Seller group and ask them not to meet the Plaintiff and Mediation Group (( email Mark )) ref to email attached
- i) F.B. , CEO did not fulfil commitment to pay the 5% commition as agreed.  
As indicated in the NDNC Dated April 13,2017  
Governing Law. This Agreement shall be construed and enforced in accordance with the laws of The United States Of America choice and of laws.

2. The second Business relation

Aug. 21<sup>st</sup>,2018 when the the New CEO "2018 "Basheer al shabbini and His Brother the partner in F.B. Jawad al Shabbini contacted the plaintiff ,Claiming that will improve relation with the plaintiff sending \$ 10000 dollar as good will and cover up for some expenses paid by the plaintiff during 2017 , asking for plaintiff involvement and looking forward to purchase Aircrafts

- a) Ref to visits Mandate,dated sept 6th,2018, NDNC dated Dec 23rd,2018 ,(( claim supported by e mail documents included WhatsApp , chats ))
- b) The plaintiff found the aircraft as per required specification required by F.B.
- c) F.B. Did not pay the 5% commission . and the CEO denied ignored all business relation and services , NDNC delivered by his brother Jawad al Shibbani a share holder in F.B. ( Brother Jawad Dilivered the NDNC in his home in Beirut.
- d) last contact with CEO was Sept 8<sup>th</sup> ,2019 , Nov. 20th, 2019 was informed that plaintiff will submit a complaint , No reply was received

CEO al Basheer changed his phone security code for him not to be contacted with the Plaintiff.

The total amount of Money as 5% commission owned to the plaintiff is \$ 1,800.000 to be confirmed by knowing exact amount paid for the 2 aircrafts MSN 32412 & 35064


As indicated in the NDNC s dated April 13<sup>th</sup>, 2017 & Dec. 23<sup>rd</sup>, 2018 ,Governing Law item 8,Dispute "2017" & Item 9 ,"2018" in case of Dispute ,and item 10 Payment

The Plaintiff, attached documents & can submit Further to support his complaint as emails, WhatsApp, Chats ,

Where The Plaintiff asking the the court :-

- a) to put a lien on the A/C s 32412 & 35064 under the new registration YI BAH & YI BAN ,till the defendant ,pay the required amount stated in the NDNC s Agreements
- b)to enter judgment in his favor against the defendant and for compensatory damages in an amount of 2 Million Dollar that is sufficient to compensate for Commission and for actual consequential and incidental losses ,sustain a result of Defendant not fulfilling commitments , denying services of the plaintiff plus interest ,cost of reasonable attorney advice fee torturous interference, losing opportunities to extend business.

Date Dec 8<sup>th</sup>,2020

  
Plaitiff's Name: Rifaat Abul Hosn  
Address: 14565 Malcolm St.  
South Gate, Mi 48195  
E Mail <ref2708@yahoo.com >



**I N D E X  
F O R  
FIRST BUSINESS YEAR 2017**

<b>Document</b>	<b>Page</b>
<b>1. Mandate of Apr.13<sup>th</sup>,2017</b>	
<b>2. N.D.N.C. Between Plaintiff &amp; Defendant</b>	
<b>3. Boeing E Mail contact with Mr Graig Auestad Director</b>	
<b>4. MSN 32412 Spec.as per Fly Baghdad requirment list by Boeing</b>	
<b>5. Aircraft Purchased by Fly Baghdad,New Registration</b>	
<b>6. E Mails By Fly Baghdad Asking Plaintiff To Participate and help</b>	
<b>7. E. Mail Mr. Al Hamadany C.E.O. Apr. 6<sup>th</sup>,2017</b>	



Dear Sir or Madam :

We hearby authorise Capt Refaat Abul Hosn to source these aircraft for purchase one ore more of these aircraft our Airline .

we would appriciate it if you would give our Mandated Agent your complete cooperation and supply the information they request on your available aircraft as promptly as possible . please do not contact my staff directly on this issue . as we wish that you wok directly with our Mandates. thy will keep us up to date on all points .

Sincerely,

A handwritten signature in black ink, appearing to read 'Natheer', with a long horizontal line extending to the right.

Mr. Natheer A. Al -Jabouri  
Title : Technical Department



**NON-DISCLOSURE AND**  
**NON-CIRCUMVENTION AGREEMENT**

This Non-Disclosure and Non-circumvention Agreement (the Agreement) is entered into this day April 13<sup>th</sup>, 2017 by and among:

- (1) Fly Baghdad Huniya Square Sector 925 St 25, Building 66 Baghdad Iraq
- (2) Capt. Refaat Abul Hosn 14565 Malcolm St. ,South Gate Mi 48195 ,USA

**RECITALS**

WHEREAS, the Parties are currently engaged in discussion with respect to entering into a business relationship in which one party (the introducing Party ) may introduce the other Party (the Meeting Party) to clients , bankers investors and other persons and entities Known to the introducing party ,which shall be known collectively as "Client" and each individually, a "Client" and

WHEREAS, in connection with possible transaction between a party to this agreement with the other party or Client of the other Party , the parties to this agreement may request certain written and oral information concerning the other. Each party ( a Disclosure ) is willing to furnish the other ( a Recipient ) with Confidential Information ( defined below )

NOW, THEREFORE , in consideration of mutual understanding , it is hereby agreed by and between the parties as follows :

1. **Confidential information** . For purposes of this agreement ,the term "Confidential Information " shall mean any and all information provided to recipient by or behalf of other Disclosure whether in writing ,orally ,verbally ,electronically or machine reliable form , through demonstration or in any other manner , and shall include without limitation , any information regarding or relating purchase of aircraft
2. **Use of confidential information** . The Confidential information will be used by Recipient solely for the purpose of purchasing of an aircraft
3. **Exceptions**

The protection rights and requirement of First party ,and the legal right of second party



4. Procedure to protect confidential information . For the purpose Of protecting confidential information received from Discloser Here under . Recipient, in addition to and without limiting the generality of the provision of sector 2 hereof ,will use all reasonable efforts to protect the confidentiality thereof. including without limitation, efforts with those it employs for the protection of its own confidential and proprietary information
5. Introduction and identification of Client . An introduction party shall not Disclose any confidential information including without limitation the identity of a Meeting Party to one of its Client s without the express written consent of the Meeting party upon the making of any introducing party of one of its clients to meeting party , the parties hereto shall duly inform each other in wanting to identify such client and the introducing party of such client
6. 6.Validity Survival . The Validity of the agreement is for 12 Months .The Parties acknowledge and agree that either of them may terminate the agreement and any relationship between them at any time .
7. No Licence . Recipient acknowledge and agree that nothing contained in this Agreement will be construed as grantin Any wright ,by license or otherwise , to Recipient to any Confidential Information or to any copy write , Trade Mark Service marks , patent right ,trade secret, or other proprietary Rights to Discloser
8. Governing Law . This Agreement shall be construed and enforced in accordance with the Laws of the United States of America choice and of Laws
9. The Compensation > . Of Services for the second party is 5 % ( five per cent ) of the value of the Aircraft will be paid by the first Party upon the purchase of the Aircraft
10. The price of the Aircraft . In case no purchase agreement available to the second party ,then the price can be determined by an official appraisal assigned by the second party and the payment of the services for the second party ,should be paid upon the delivery of the Aircraft with no delay.  
This Agreement sets forth the entire Agreement and understanding among the parties relating to the subject matter hereof and Supersede all prior agreements and understanding with respect To such subject mat





11. Counter parts > The agreement include a email of same may be executed in several counterparts. In an email shall constitute a Duplicate original of same

WITNESS WHEREOF the Parties hereto have executed and delivered this Agreement as of this date , Thursday April 13,2017

Accepted for Fly Baghdad

Accepted For Capt ,Refaat Abul Hosn

Accept for  
Fly Baghdad  
25<sup>th</sup> Street ,Bldg 66  
Al Hurriya Sq  
Baghdad,Iraq  
Natheer Al Jebouri  
Tech Dept

Accepted for  
Refaat Abul Hosn



13 APRIL 2017

Date:

2017

737-700 availability CRM:0003611Yahoo/Inb

**Auestad, Craig A** <craig.a.auestad@boeing.com>

To:ref2708@yahoo.com

Thu, Apr 6, 2017 at 9:50 PM

Hello Rifaat,

As we discussed I've attached a list of 737-700 aircraft that are on the market. I don't know their current status. Boeing doesn't represent these aircraft so you will need to speak with the individuals listed for more details on each aircraft.

Best regards,

**Craig Auestad**

Director - Business Development

Opportunity Development

Boeing Commercial Airplanes

**Office: +1-206-766-2167**

**Mobile: +1-206-330-5792**

**www.boeing.com/startup**

Notice: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use this information. Also, please indicate to the sender that you have received this e-mail in error, and delete the copy you have received. Thank you.

Search Supply Results 06 Apr 2017.csv

7.6kB

RE: 737-700 availability CRM:0003611

Yahoo/Inbox

**Auestad, Craig A** <craig.a.auestad@boeing.com>

To:Rifaat Abul Hosn

Thu, Apr 6, 2017 at 11:08 PM

The list I sent you has the following for each aircraft listed:

Contact Company

Contact Individual

Contact telephone number

Contact email

They are shown in Columns M through Columns P in the excel file.

Best regards,

**Craig Auestad**

Opportunity Development

Boeing Commercial Airplanes

206-766-2167

**From:** Rifaat Abul Hosn [mailto:ref2708@yahoo.com]

**Sent:** Thursday, April 06, 2017 1:05 PM

**To:** Auestad, Craig A <Craig.A.Auestad@boeing.com>

**Subject:** Re: 737-700 availability CRM:0003611

Hello Sir thank you for your Great Help ,and your time spent to help , do you think I may ask for a list could show the contact details for the owners as the list I have it is not clear  
thanking you for your help  
Rgrds  
Rifaat

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**From:** "Auestad, Craig A" <[Craig.A.Auestad@boeing.com](mailto:Craig.A.Auestad@boeing.com)>  
**To:** "ref2708@yahoo.com" <[ref2708@yahoo.com](mailto:ref2708@yahoo.com)>  
**Sent:** Thursday, April 6, 2017 9:50 PM  
**Subject:** 737-700 availability CRM:0003611

Hello Rifaat,

As we discussed I've attached a list of 737-700 aircraft that are on the market. I don't know their current status. Boeing doesn't represent these aircraft so you will need to speak with the individuals listed for more details on each aircraft.

Best regards,

**Craig Auestad**  
Director - Business Development  
Opportunity Development  
Boeing Commercial Airplanes  
**Office: +1-206-766-2167**  
**Mobile: +1-206-330-5792**  
**[www.boeing.com/startup](http://www.boeing.com/startup)**

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MSN	Quantity	Class	Type	Model	EngMfr	Engine	YOM	Available	Terms	Operator	Owner	ContactCoi	ContactNa	ContactPh	ContactEm	recid	CurrentReg	Notes
30656	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Dry	XIAMEN AI	KDAC AIRC	DVB BANK	Jonathan L ph: +44-207-256-4449				B-5038	SN:
36689	1	Passenger	737	-700	CFMI	CFM56-7B	2009	#####	Sale, Dry	westjet	BOC AVIAT	BOC AVIAT	Graham Cc ph: +353 1 graham.co				2951 C-GWSU	G:
32421	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Sale, Dry	CFM MATE	CFM MATE	SMBC Avia	Denis Hogr ph: +353 1 denis.hoga				2775 N578UA	G:
32415	1	Passenger	737	-700	CFMI	CFM56-7B	2002	#####	Sale, Dry	VRG	MSN 3241	AWAS	Carter Whi ph: +353 1 carter.whit				3099 PR-GEE	G:
34295	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	AEROMEXI	FLY LEASIN	BBAM Airc	Steve Zissi ph: 775-83 marketing				3171 XA-VAM	G:
30634	1	Passenger	737	-700	CFMI	CFM56-7B	2002	#####	Sale, Dry	XIAMEN AI	AERCAP	AerCap B.V	Steve Adar ph: (425) 2 sadams@a				1867 B-5029	G:
33920	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	Camair-Co	AVIATION	AVIATION	Cz Andy Man ph: 949-21 andy.mans				2469 TJ-QCB	G:
36691	1	Passenger	737	-700	CFMI	CFM56-7B	2009	#####	Sale, Dry	Westjet	AWAS	AWAS	Carter Whi ph: +353 1 carter.whit				3101 C-FWSI	G:
34480	1	Passenger	737	-700	CFMI	CFM56-7B	2006	2/28/2021	Sale, Dry	Camair-Co	AVIATION	AVIATION	Cz Andy Man ph: 949-21 andy.mans				2471 TJ-QCA	G:
32769	1	Passenger	737	-700	CFMI	CFM56-7B	2005	2/28/2021	Sale, Dry	WESTJET	AVIATION	AVIATION	Cz Andy Man ph: 949-21 andy.mans				1771 C-FEWJ	G:
28250	1	Passenger	737	-700	CFMI	CFM56-7B	2002	#####	Sale, Dry	JET AIRWA	ETERNITY	BBAM Airc	Steve Zissi ph: 775-83 marketing				3159 VT-JLB	G:
37089	1	Passenger	737	-700	CFMI	CFM56-7B	2009	#####	Sale, Dry	westjet	BOC AVIAT	BOC AVIAT	Graham Cc ph: +353 1 graham.co				2961 C-GWSN	G:
32768	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	WESTJET	AVIATION	AVIATION	Cz Andy Man ph: 949-21 andy.mans				1769 C-FXWJ	G:
34022	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	Air China	MSN 3402	AWAS	Carter Whi ph: +353 1 carter.whit				3091 B-5217	G:
33785	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Sale, Dry	SOUTHWI	AIRSP 200	SMBC Avia	Denis Hogr ph: +353 1 denis.hoga				2065 N7837A	G:
37090	1	Passenger	737	-700	CFMI	CFM56-7B	2009	#####	Sale, Dry	westjet	BOC AVIAT	BOC AVIAT	Graham Cc ph: +353 1 graham.co				2963 C-GWSO	G:
36693	1	Passenger	737	-700	CFMI	CFM56-7B	2009	#####	Sale, Dry	westjet	BOC AVIAT	BOC AVIAT	Graham Cc ph: +353 1 graham.co				2965 C-GWSP	G:
33786	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Sale, Dry	SUN COUN	AERCAP	AerCap B.V	Steve Adar ph: (425) 2 sadams@a				1491 N714SY	G:
28258	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Sale, Dry	XIAMEN AI	KDAC AIRC	DVB BANK	Jonathan L ph: +44-207-256-4449				B-5039	SN:
33787	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Sale, Dry	SUN COUN	AERCAP	AerCap B.V	Steve Adar ph: (425) 2 sadams@a				1495 N715SY	G:
30038	1	Passenger	737	-700	CFMI	CFM56-7B	2004	#####	Sale, Dry	AEROMEXI	AERCAP	AerCap	Adams, Ste ph: (425) 2 sadams@a				3269 N908AM	G:
32413	1	Passenger	737	-700	CFMI	CFM56-7B	2002	#####	Sale, Dry	EASTAR JE	ECAF 2015	BBAM Airc	Steve Zissi ph: 775-83 marketing				3157 HL8207	G:
37088	1	Passenger	737	-700	CFMI	CFM56-7B	2009	#####	Sale, Dry	westjet	BOC AVIAT	BOC AVIAT	Graham Cc ph: +353 1 graham.co				2957 C-FBWS	G:
34023	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	Air China	PAFCO	CHIAWAS	Carter Whi ph: +353 1 carter.whit				3093 B-5201	G:
32412	1	Passenger	737	-700	CFMI	CFM56-7B	2002	#####	Sale, Dry	EASTAR JE	ECAF 2015	BBAM Airc	Steve Zissi ph: 775-83 marketing				3155 HL8205	G: BAT: Fresh C' check. 12/23/20
32422	1	Passenger	737	-700	CFMI	CFM56-7B	2003	#####	Sale, Dry	CFM MATE	CFM MATE	SMBC Avia	Denis Hogr ph: +353 1 denis.hoga				2777 N579UA	G:
34538	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	Air China	PAFCO	CHIAWAS	Carter Whi ph: +353 1 carter.whit				3095 B-5203	G:
34293	1	Passenger	737	-700	CFMI	CFM56-7B	2005	#####	Sale, Dry	AEROMEXI	FLY LEASIN	BBAM Airc	Steve Zissi ph: 775-83 marketing				3169 XA-PAM	G:
33790	1	Passenger	737	-700	CFMI	CFM56-7B	2004	10/19/201	Sale, Dry	AEROMEXI	SMBC AVI	SMBC Avia	Denis Hogr ph: +353 1 denis.hoga				2067 XA-NAM	G:
30283	1	Passenger	737	-700	CFMI	CFM56-7B	2002	#####	Sale, Dry	AEROMEXI	AEROMEXI	AVIATION	Cz Andy Man ph: 949-21 andy.mans				3177 N997AM	G:
29370	1	Passenger	737	-700	CFMI	CFM56-7B	2006	#####	Sale, Dry	MACQUAR	MACQUAR	Macquarie Julian	Julian.Ode:				3029 F-WTDE	G:
32767	1	Passenger	737	-700	CFMI	CFM56-7B	2004	11/23/202	Sale, Dry	WESTJET	AVIATION	AVIATION	Cz Andy Man ph: 949-21 andy.mans				1767 C-FBWJ	G:

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF  
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**Refaat Abul Hosn**

**Plaintiff**

**Vs.**

**Case No.**

**Honorable Judge**

**Fly Baghdad Airline ,et al F.B.  
Jointly & Severally**

**Defendant**

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**PRO SE**

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**The 2 Aircrafts was arranged by Capt Refaat Abul Hosn In Contact with Boeing**

**Current Registration for the 737 700 YI BAN PREVIOUS MSN 32412  
REGISTRATION HL 8205 ,April ,2017**

**Current registration for the 737 800 YI BAH PREVIOUS MSN 35064 PREVIOUS  
OPERATER TRAVAIRA AIR REGISTRATION was PK TVV**

Re: A320

Yahoo/Sent

**Rifaat Abul Hosn** <ref2708@yahoo.com>

To: Tarif Othman

Mar 22, 2017 at 9:34 AM

Thanking you for asking us to help i shall be in touch in very short time best regards

Rifaat

Sent from Yahoo Mail on Android

On Tue, 21 Mar 2017 at 3:48 p.m., Tarif Othman  
<othmantarif@yahoo.com> wrote:

----- Forwarded Message -----

**From:** Tareef Othman <tothman@flybaghdad.net>

**To:** othmantarif@yahoo.com

**Sent:** Tuesday, March 21, 2017 4:18 PM

**Subject:** A320

Dear Cap.

Ref. to the tel. call between us attached the POF and the aircraft needed for our company

--

BRs

Tareef Othman

Safty & Quality Manager

+964 782 7860 346

[Preview attachment Bank.PDF](#)

[Preview attachment C.E.O-007.PDF](#)



[C.E.O-007.PDF](#)

[616 KB](#)



[Bank.PDF](#)

[57 KB](#)

[Preview attachment C.E.O-007.PDF](#)



[C.E.O-007.PDF](#)

[616 KB](#)

**Ali Al-Hamdany** <aalhamdany@flybaghdad.net>

To:ref2708@yahoo.com

Cc:Tareef Othman

Apr 6, 2017 at 12:36 PM

Dear Captain

It was pleasure talking to you,

As discussed I have made some minor corrections on the letter, attached, can you please send it to us by email on letter head with signature and stamp

Thanks in advance

**Ali Al-Hamdany**

**Chief Executive Officer**

On 6 April 2017 at 11:59, Tarif Othman <[othmantarif@yahoo.com](mailto:othmantarif@yahoo.com)> wrote:

---

----- Forwarded Message -----

**From:** Rifaat Abul Hosn <[ref2708@yahoo.com](mailto:ref2708@yahoo.com)>

**To:** Tarif Othman <[othmantarif@yahoo.com](mailto:othmantarif@yahoo.com)>

**Sent:** Thursday, April 6, 2017 11:55 AM

**Subject:** purchase of 737-700

Inclosed sir the attachment required please do not hesitate to ask if you need any further

Best Perssonal regards

Rifaat

**FLY BAGHDAD DISCLAIMER**

This e-mail (and any attachment(s)) contains information which may be privileged and confidential. If you are not the intended recipient you may not peruse, use, disseminate, distribute or copy this message. If you have received this message in error, please notify the sender immediately by e-mail, fax or phone (listed above) and return or destroy the original message. Any views or opinions presented in this email or any attachments are solely those of the author and do not necessarily represent those of Fly Baghdad.

Mr. Hamdany Prepered letter.doc

34.5kB

**Settings**

**Ali Al-Hamdany**

[aalhamdany@flybaghdad.net](mailto:aalhamdany@flybaghdad.net)

Edit contact





**I N D E X**  
**FOR**  
**Second Business year 2018-2019**

<b>Document</b>	<b>Page</b>
1. Mandate of 06/09/2018	
2. N.D.N.C Page 1,2,3	
3. Boeing E Mail contact with Mr. Graig Auestad	
4. MSN 35064 Spec. as per Fly Baghdad requirement	
5. Aircraft Purchased by Fly Baghdad Registration Changed	
6. E Mails request by Fly Baghdad requesting Plaintiff to participate and help	
7. E Mail al Basheer CEO Aug 21 <sup>st</sup> ,2018	



ملاي بغداد  
FlyBaghdad.net

No: CEO-145  
Date: 06/09/2018

Sub: Mandate

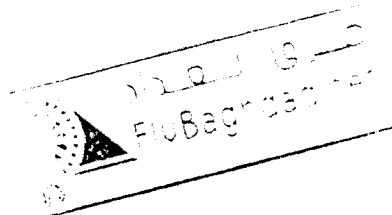
To whom it may concern.

We FlyBaghdad airline recently appointed Rifaat Abul Hosn, to proceed with locating of B737-700 and B737-800 YOM 2005 or younger, for outright purchase or lease to purchase. This mandate is effective for 90 days from the date mentioned above till further notice.

  
Basheer Al-Shabbani

C.E.O.

Flybaghdad



**NON-DISCLOSURE AND  
NON-CIRCUMVENTION AGREEMENT**

This Non-Disclosure and Non-Circumvention Agreement (the "Agreement") is entered into this day by Dec.23<sup>rd</sup>,2018, and among:

- |     |                  |              |
|-----|------------------|--------------|
| (1) | Fly Baghdad      | First Party  |
| (2) | Rifaat Abul Hosn | Second Party |

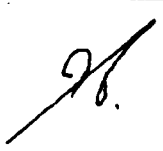
**RECITALS**

**WHEREAS**, the parties are currently engaged in discussions with respect to entering into a business relationship in which one party (the "**Introducing Party**") may introduce the other party (the "**Meeting Party**") to clients, brokers, investors, and other persons and entities known to the Introducing Party, which shall be known collectively as "**Clients**", and each individually, a "**Client**"; and

**WHEREAS**, in connection with a possible transaction between a party to this Agreement with the other party or any Client of the other party, the parties to this Agreement may request certain written and oral information concerning the other. Each party (a "**Discloser**") is willing to furnish the other (a "**Recipient**") with Confidential Information (defined below)

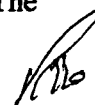
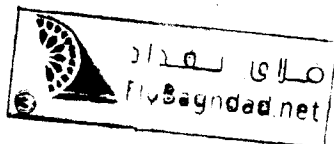
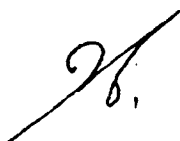
**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the parties as follows:

1. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" shall mean any and all information provided to Recipient by or on behalf of Discloser whether in writing, orally, visually, electronically or in machine readable form, through demonstration or in any other manner, and shall include, without limitation, any information regarding or relating to purchase of aircraft.
2. **Use of Confidential Information.** The Confidential information will be used by Recipient solely for the purpose of purchasing of an aircraft.
3. **Exceptions.**  
The protection rights and requirements of First Party and the legal rights of Second Party
4. **Procedure to Protect Confidential Information.** For the purpose of protecting Confidential information received from Discloser hereunder, Recipient, in addition to, and without limiting the generality of, the provisions of section 2 hereof,

  
1

will use all reasonable efforts to protect the confidentiality thereof, including, without limitation, efforts commensurate with those it employs for the protection of its own confidential and proprietary information.

5. **Introduction and identification of clients.** An Introducing Party shall not disclose any Confidential Information, including, without limitation, the identity of a Meeting Party, to one of its Clients without the express written consent of the Meeting Party. Upon the making of any introduction by an Introducing Party of one of its Clients to any Meeting Party, the parties hereto shall duly inform each other in writing to identify such Client and the Introducing Party of such Client
6. **Validity, Survival.** The validity of this Agreement is for 6 Months. The parties acknowledge and agree that either of them may terminate this Agreement and any relationship between them at any time by written request from the Termination application party and written approval by the Termination granting party. Each party's obligations pursuant to section 1 above shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the parties hereto for up to six (6) months following any such expiration, termination or cancellation of this Agreement.
7. **No License.** Recipient acknowledges and agrees that nothing contained in this Agreement will be construed as granting any rights, by license or otherwise, to Recipient to any Confidential Information, or to any copyrights, trademarks, service marks, patent rights, trade secrets, or other proprietary rights of Discloser.
8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Beirut, Lebanon, or the United States
9. **Dispute**  
The interpretation and enforcement of this agreement in case of dispute, should be solved in good faith between the two parties. If this can not be solved then the two parties accept the laws of Beirut Lebanon, or United States of America. The verdict will be binding and absolute.



10. Payment and compensation for services for the second party is 5% (five percent) of the price value of Aircraft will be paid by First Party upon leasing or lease to purchase or upon delivery or purchasing later of same Aircraft by Fly Baghdad and or the Deal Financed by a group was introduced by the second party.
11. The price of the Aircraft in case no purchase contract agreement. The price will be given by official appraisal selected by the second party.
12. The payment of the above services and commission should be paid with no delay after the delivery of each Aircraft.
13. The first party shall not use the companies introduced by second party only after the consent of the second party.
14. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding among the parties relating to the subject matter hereof and supersedes a;; prior agreements and understandings with respect to such subject matter.
15. **Amendments.** No modification or amendment hereof shall be of any force or effect unless, reduced to writing and signed by the party against which enforcement of such modification or amendment is sought.
16. **Counterparts.** This Agreement, including a email of same, may be executed in several counterparts, and this executed agreement and each executed counterpart, in an email shall constitute a duplicate original of the same.

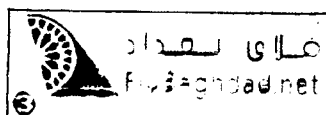
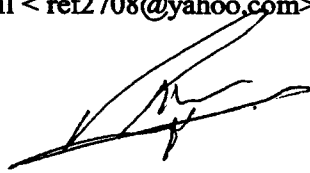
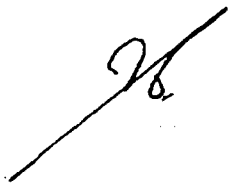
Whiteness whereof the parties hereto have excited and delivered this Agreement as of this date Dec 23<sup>rd</sup>,2018

Accepted for: First Party

Basheer Al-Shabbani ,CEO  
Hurriya Square, Sector 975  
St 25 Buildings –Baghdad, Iraq  
P.O.Box :2216

Accepted for:Second Party

Refaat Abul Hosn  
1500 W.Fort St.  
Detroit ,MI 48216  
E Mail < ref2708@yahoo.com>



RE: Boeing 737-700 or 800 to buy CRM:0003750

Yahoo/Archive

**Auestad (US), Craig A** <craig.a.auestad@boeing.com>

To: Rifaat Abul Hosn

Cc: Hinnaland (US), Barbara J

Wed, Aug 22, 2018 at 2:16 AM

Hello Rifaat,

It is nice to hear from you again. I've attached a list of 737-700 and 737-800 aircraft that are on the market. I don't know their current status. Boeing doesn't represent these aircraft so you will need to speak with the individuals listed for more details on each aircraft.

Best regards,

**Craig Auestad**

Director - Business Development

Opportunity Development

**StartupBoeing** (startup-airline support)

Boeing Commercial Airplanes

[www.boeing.com/startup](http://www.boeing.com/startup)

[startup@boeing.com](mailto:startup@boeing.com)

Notice: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use this information. Also, please indicate to the sender that you have received this e-mail in error, and delete the copy you have received. Thank you.

**From:** Rifaat Abul Hosn [mailto:ref2708@yahoo.com]

**Sent:** Tuesday, August 21, 2018 6:31 AM

**To:** Auestad (US), Craig A <Craig.A.Auestad@boeing.com>

**Subject:** Boeing 737-700 or 800 to buy

Dear Sir

I am interested to buy lease a 737-700 or 800 for Baghdad

I look forward if I have a list or you have an A/C to sell in this category, I was always having the advise from you in the past

best regards

Rifaat Abul Hosn

tel +9613964070

Search Supply Results 21 Aug 2018.csv

43.8kB



**ENGINES**

	Engine 1	Engine 2
<b>MODEL</b>	CFM56-7B24	CFM56-7B24
<b>TOTAL HOURS SINCE NEW</b>	29,197 Since New	30,250 Since New
<b>TOTAL CYCLES SINCE NEW</b>	20,776 Since New	20,694 Since New

**APU**

<b>MODEL</b>	GTCP131-9B
<b>TOTAL HOURS SINCE NEW</b>	47,640 Since New
<b>TOTAL CYCLE SINCE NEW</b>	44,731 Since New

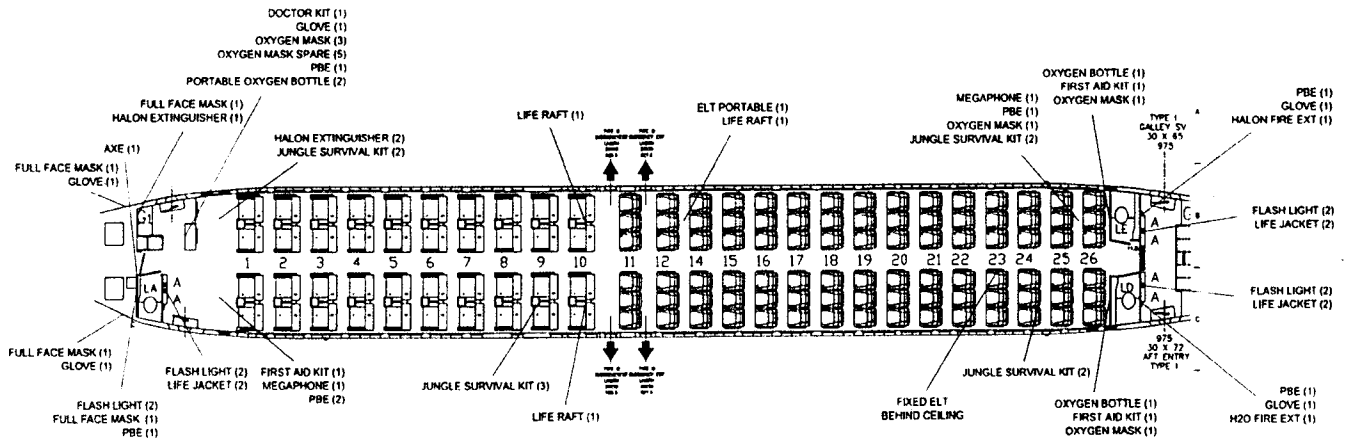
**AVIONICS**

- Dual Collins Flight Control Component
- Honeywell VHF Transceiver
- Honeywell HF Transceiver
- Triple Avtec Audio Control Panel
- Single Team SELCAL Decoder
- Honeywell ADF Receiver
- Honeywell ATC Transponder
- Honeywell Weather Radar
- Dual Honeywell VOR/ILS
- Honeywell Display Electronic Unit (input for EADI, EHSI, Symbol generator)
- Dual Honeywell Inertial Reference Unit
- Honeywell Radio Altimeter
- Single Honeywell EGPWS
- Single Honeywell Solid State Cockpit Voice Recorder
- Single Honeywell Solid State Flight Data Recorder
- Dual Ducane Under Locator Beacon
- Dual Smith Flight Management Computer (integrated with GPS)
- Dual GE Multi Control Display Unit
- Honeywell TCAS



- Honeywell ELT
- Single Skyconnect system Flight Following
- Attitude Reference Indicator & EHSI
- Inflight Entertainment System with WIFI system

## FLOORPLAN - 130 PAX CONFIGURATION



## MISCELLANEOUS

- Landing Gear with antiskid system
- Liferaft with EPIRB
- Baggage Compartment with Fire extinguisher and Smoke Detector System
- Cockpit Reinforced Door
- Portable Rechargeable Satellite Phone
- OEM standard emergency equipment (Doctor kit, First Aid Kit, Jungle Survival Kit, Life Vest, Life Raft, Portable Fire Extinguisher, Megaphone, PBE)
- Fixed ELT and Portable ELT

## Aircraft

Inbox

**Basheer Al-shabbani** <balshabbani@flybaghdad.net>

to me, Tareef

Dear C Rifaat

It was really good time when I knew you

Eng. Tareef he mentioned a lot of good things about you and I found myself has been motivated to

Dear C Rifaat now I am the CEO of Fly Baghdad and I am the one who make the decision for my c company in order to improve everything in the company

Now we are looking for an aircraft under lease to purchase contract or through bank finance

The specification of the aircraft as below

1- BOEING 737-800 or 700

2- YOM 2004 or younger

3- fresh from C check

For more details you could ask Eng. Tareef

I want to hear from you cause we are ready

Thanks a lot

Basheer

--

Basheer alshabbani

C.E.O of Fly Baghdad

+9647809180298

[balshabbani@flybaghdad.net](mailto:balshabbani@flybaghdad.net)

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----- Forwarded message -----

From: **Basheer Al-shabbani** <balshabbani@flybaghdad.net>

Date: Tue, Aug 21, 2018 at 4:05 PM

Subject: Aircraft

To: Rifaat Abulhosn <rifaatabulhosn40@gmail.com>

Cc: Tareef Othman <tothman@flybaghdad.net>

Dear C Rifaat

It was really good time when I knew you

Eng. Tareef he mentioned a lot of good things about you and I found myself has been motive

Dear C Rifaat now I am the CEO of Fly Baghdad and I am the one who make the decision fr and I want to do the best for my company in order to improve everything in the company

Now we are looking for an aircraft under lease to purchase contract or through bank finance

The specification of the aircraft as below

1- BOEING 737-800 or 700

2- YOM 2004 or younger

3- fresh from C check

For more details you could ask Eng. Tareef

I want to hear from you cause we are ready

Thanks a lot

Basheer

--

Basheer alshabbani

C.E.O of Fly Baghdad

+9647809180298

[balshabbani@flybaghdad.net](mailto:balshabbani@flybaghdad.net)

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Send

4

**[balshabbani@flybaghdad.net](mailto:balshabbani@flybaghdad.net)**

Dear C Rifaat Thank u for your promote reply As regard to what I read in your email we are waiting

**Rifaat Abulhosn <[rifaatabulhosn40@gmail.com](mailto:rifaatabulhosn40@gmail.com)>**

to tariff

for your kind attention



ReplyForward

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF  
MICHIGAN**

Refaat Abul Hosn

Plaintiff

Vs.

Case No.

Honorable Judge

Fly Baghdad Airline ,et al F.B.

Jointly & Severally

Defendant

---

PRO SE

---

**Service of Process**

Clerk Office  
Theodore Lavin U.S. Court House  
231 W Lafayette Blvd. Room 599  
Detroit MI 48226

Good Morning Sir/Madam

Subject : Complaint ,Documents ,Copies

Thanking you for considering that the honorable Court could accept my Complaint , documents and copies ,to help with not being an attorney , and limited knowledge as Pro Se .

In result of my search I found that the following documents , are required attached to the Complaint :-

1. • Two (2) copies of the complaint: Clerk's Office copy and Judge's copy;
- 2 • Two (2) completed civil cover sheets;
- 3 • Two (2) Applications to Proceed in District Court without Prepaying Fees or Costs
- 4• Two (2) Plaintiff's Notice Waiving Service by U.S. Marshal (if choosing to serve the defendants yourself)
5. Waiving of Service of Summon:

If my Complaint was accepted ,I will submit the Summon to Defendant through registering first Class Mail to Following following address:-

CEO of Fly Baghdad Airlines Mr. Basheer Al Shabbani

Fly Baghdad Office in Beirut ,Lebanon .  
Attention of GSA Mr. Mhmd Al Dakdouk  
Al Sabil Group , Al Qods Circuit , Facing Audi Bank , Hart Hraik  
Beirut Lebanon

And to

Himriya Squere Babil Neighborhood Sector 925,  
Street 25,  
Baghdad , Iraq

I Appreciate your patience  
Respectively your

  
Refaat Abul Hosn

E Mail < [ref2708@yahoo.com](mailto:ref2708@yahoo.com) >

14565 Malcolm St.  
South gate ,Mi 48195

12/23/20

EXPRESS WORLDWIDE DOX **DHL**  
 48226 DETROIT, UNITED STATES OF AMERICA  
 A105 US-DTW DEO  
 Origin: BEY  
 Day Time

**RECEIVED**

JAN 07 2021

U.S. MARSHALS SERVICE  
CLERK'S OFFICE  
U.S. DISTRICT COURT

Handwritten: "now case"

Barcode: 8603 5863 9226

WAYBILL 51 5893 9228

2110646275 + 43060000

(3) J001 4500 0004 9163 4867

**DTAX** EDD:12/28/2020  
Residential  
DIR SIG REQ  
5158939225  
PCS:111

[illegible]

Reset Form

Print Form

JS-44 (Rev. 6/13 RI)

**CIVIL COVER SHEET****I. (a) PLAINTIFFS**  
Refaat Abul Hosn(b) County of Residence of First Listed Plaintiff U.S.A.  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

None

**DEFENDANTS**  
Fly BaghdadCounty of Residence of First Listed Defendant Iraq

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ U.S. Government Plaintiff ☐ Federal Question (U.S. Government Not a Party)
- ☐ U.S. Government Defendant ☒ Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ PTF ☐ DEF ☐ Incorporated or Principal Place of Business In This State ☐ PTF ☐ DEF ☐
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☒ 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

<b>Admiralty</b> <input type="checkbox"/> 120 Marine (Other) <input type="checkbox"/> 340 Marine (Injury to Seamen) <b>Admin/Agency Appeals Other</b> <input type="checkbox"/> 890 Other Statutory Actions (APA Appeals, IDEA Appeals, Other) <b>Bankruptcy</b> <input type="checkbox"/> 422 Appeal 28 U.S.C. § 158 <input type="checkbox"/> 423 Withdrawal 28 U.S.C. § 157 <b>Banks and Banking</b> <input type="checkbox"/> 140 Negotiable Instruments <input type="checkbox"/> 430 Banks and Banking <b>Anti-trust</b> <input checked="" type="checkbox"/> 810 Anti-Trust <b>Construction Contracts</b> <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 190 Other Contracts <b>Securities Law &amp; Stockholder Suits</b> <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 850 Securities/Commodities/Exchange <b>Other - Business/Comm.</b> <input checked="" type="checkbox"/> 96 Franchise <input type="checkbox"/> 490 Cable/Satellite TV <b>Consumer Credit</b> <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 871 Truth in Lending <input type="checkbox"/> 480 Consumer Credit	<b>Constitutional Law</b> <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 440 Other Civil Rights (Constitutionality of Federal Statutes) Elections and Voting <input type="checkbox"/> 400 State <input type="checkbox"/> 441 Voting <b>Civil Rights</b> <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 446 Americans with Disabilities <input type="checkbox"/> 448 Civil Rights-Education <b>Copyright &amp; Trademark (Intellectual Property)</b> <input type="checkbox"/> 820 Copyright <input type="checkbox"/> 840 Trademark <b>Employment and Employee Benefits</b> <b>Employment Discrimination</b> <input checked="" type="checkbox"/> 442 Employment 445 Americans with Disabilities- Employment 440 Other -Civil Rights <b>ERISA</b> <input type="checkbox"/> 791 Employment Ret. <b>Other Employment Benefits</b> <input checked="" type="checkbox"/> 190 Other - Contract <input type="checkbox"/> 442 Other - Employment	<b>Environmental Law</b> 893 Environmental Matters <b>Immigration</b> <input type="checkbox"/> 462 Naturalization App. <input type="checkbox"/> 465 Other Immigration Actions <b>Indian Law</b> <input type="checkbox"/> 890 Other Statutory Actions <b>Insurance</b> <input type="checkbox"/> 10 Insurance Contract <b>Labor and Occupational Safety</b> <input type="checkbox"/> 720 Labor/Management <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Labor: Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <b>Miscellaneous Civil Cases</b> <input type="checkbox"/> 150 Recovery of Overpayment and Enforcement of Judgment (Collections) <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (excluding Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veterans' Benefits <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 375 Other Statutes: False Claims Act <input type="checkbox"/> 440 Other Civil Rights (Immigration/Deportation) <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 625 Drug related seizure of property <b>CONTINUED ON REVERSE SIDE</b>	<b>Miscellaneous Civil Cases Continued</b> <input type="checkbox"/> 690 Other (Forfeiture/Penalty) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party (26 U.S.C. § 7609) <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Other Statutes: Arbitration <input type="checkbox"/> 899 Other Statutes: Admin. Procedures Act/Review/ <b>Patents (Intellectual Property)</b> <input type="checkbox"/> 830 Patents <b>Prisoner Petitions</b> <b>HABEAS CORPUS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence (Habeas) <input type="checkbox"/> 530 General (Habeas) <input type="checkbox"/> 535 Death Penalty (Habeas) <b>OTHER</b> <input type="checkbox"/> 540 Mandamus and Other <input type="checkbox"/> 550 Civil Rights (1983) <input type="checkbox"/> 555 Prison Conditions (1983) <input type="checkbox"/> 560 Civil Detainee-Cond. of Confinement <b>Real and Personal Property</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease and Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 290 All other Real Property <input type="checkbox"/> 380 Other Personal Property Damage <b>RICO</b> <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<b>Mass Torts</b> <input type="checkbox"/> 860 Other Personal Injury <b>Products Liability</b> <input type="checkbox"/> 95 Contract Product Liability <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 385 Property Damage <b>Professional Malpractice</b> <input checked="" type="checkbox"/> 362 Personal Injury - Med. Malpractice <b>Motor Vehicle</b> <input type="checkbox"/> 350 Motor Vehicles <input type="checkbox"/> 360 Other Personal Injury <b>Other Torts and Personal Injury incl. Asbestos cases</b> <input checked="" type="checkbox"/> 310 Airplane <input type="checkbox"/> 520 Assault, Libel and Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 360 Other Personal Injury (Fed. Tort Claims Act) <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 367 Personal Injury: HealthCare/Pharmaceutical <input type="checkbox"/> 368 Asbestos Personal Injury <input type="checkbox"/> 0 Injury
--	---	---	--	--

Torts and Personal Injury

2- ADDING PERANTS AS DEFENDENTS



## V. ORIGIN (Place an "X" In One Box Only)

☒ 1  
Original  
Proceeding☐ 2  
Removed from  
State Court☐ 3  
Remanded from  
Appellate Court☐ 4  
Reinstated or  
Reopened☐ 5  
Transferred from  
another district  
(Specify)☐ 6  
Multidistrict  
Litigation☐ 7  
Appeal to District Judge  
From Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

plaintiff did not fullfil committment as per N.D.N.C

VII. REQUESTED IN  
COMPLAINT☐ Check if this is a Class Action  
Under F.R.C.P. 23

DEMAND \$ 1800000.

JURY DEMAND: ☒ Yes ☐ No  
(Check YES only if demanded in complaint)

Total

VIII. RELATED CASE(S)  
IF ANY

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

Dec 8th, 2020

Date

Signature of Attorney of Record

INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44  
Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the Cover Sheet.

- I. COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- III. CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV. NATURE OF SUIT: Place an X in the appropriate box. Make sure to select the Nature of Suit from the category which best describes the primary cause of action found in your complaint. You must select only one nature of suit.
- VIII. RELATED CASES, IF ANY: This section of the JS-44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

## FOR OFFICE USE ONLY

Receipt # \_\_\_\_\_ Amount \_\_\_\_\_ Applying IFP \_\_\_\_\_ Judge \_\_\_\_\_ Mag. Judge \_\_\_\_\_